

REMARKS

In the Office Action dated September 14, 2005, the Examiner rejects claims 13 through 34 under 35 U.S.C. §101, rejects claim 20 under 35 U.S.C. § 112, second paragraph as being indefinite, rejects claims 13 though 34 under 35 U.S.C. §103(a) as being obvious over a web page from the Department of Labor and Workforce Development, Unemployment Insurance (“Insurance”) in view of U.S. Patent No. 5,966,693 to Burgess (“Burgess”), and rejects claims 31 through 34 as obvious over Insurance in view of Burgess and further in view of U.S. Patent Application No. 2002/013717 to Ando, et al. (“Ando”). For at least the reasons set forth below, these rejections are traversed and reconsideration is requested.

Turning first to the rejection of claims 13 through 34 under 35 U.S.C. §101, this rejection is based on the Examiner’s finding that the claims have “no connection to the technological arts.” Office Action at 5. It is noted, first, that the claims are for “computer-implemented” methods. More importantly, though, since the Office Action was mailed, the Board of Patent Appeals and Interferences has issued an opinion that rejects and eliminates this perceived “technological arts” requirement. *Ex parte Lundgren*, Appeal No. 2003-2088, (Bd. Pat. App. & Int. Oct. 2005). As a result, reconsideration and withdrawal of the § 101 rejections are respectfully requested.

In rejecting claim 20, the Examiner asserts that the phrase “healthy financial practices” renders claim 20 indefinite, arguing that one of ordinary skill in the art of financial management would not know specifically what constitutes such practices. We respectfully disagree. An Internet search reveals several dozen financial sites that utilize the phrase “healthy financial practices” in describing their products and services,

including the Association of Independent Consumer Credit Counseling Agencies (“AICCCA”). Moreover, the Examiner evidenced more than an adequate understanding of this phrase in his Office Action, e.g., in his rejection of claim 20 asserting that Burgess teaches rewarding in response to healthy financial practices, or in his discussion of claim 29. Accordingly, we respectfully request that the Examiner withdraw his rejection of claim 20.

The Examiner rejects claims 13 through 30 as being obvious over Insurance in view of Burgess and claims 31 through 34 as being obvious over the forgoing and further in view of Ando. In essence, the Examiner is asserting that it would have been obvious to combine the whole life insurance policies discussed in Burgess, which have cash values that increase over time, with unemployment insurance as discussed in Insurance. However, for at least the following reasons, this is simply not so.

Insurance discusses unemployment insurance guidelines promulgated by the Tennessee Department of Labor and Workforce Development. As stated in Insurance, “unemployment insurance is a joint federal and state program that provides benefits to unemployed workers who lose their jobs through no fault of their own.” Insurance at 1. Insurance continues by saying that most employers are liable under Tennessee law to report and pay premiums for each employee. Insurance at 1. As a result, costs of unemployment insurance are typically born by employers on behalf of their employees. Insurance at 2.

Burgess discusses the use of life insurance as a savings tool in addition to death benefits because the policy has a cash value against which the insured may borrow. Col. 1, lns. 19-21. Life insurance lends itself naturally to combining with an investment

vehicle, since life insurance is itself an investment on behalf of its beneficiary.

Moreover, life insurance is often used as one component of a retirement plan. In contrast, the unemployment insurance discussed in Insurance is simply a public welfare instrument regulated, indeed required by, the government, in order to protect a class of people who would not have money to spend in the event they become unemployed. Because of its origin, purpose, the class of people it's designed to protect, it would not have been obvious to combine unemployment insurance with a savings tool as claimed. If anything, the discussion of the unemployment insurance in Insurance teaches away from its combination with a savings tool. Independent claims 13 and 29 and patentable for at least this reason.

The dependent claims of the present application contain additional features that further substantially distinguish the invention of the present application over the prior art of record. Given the Applicant's position on the patentability of the independent claims, however, it is not deemed necessary at this point to delineate such distinctions.

For at least all of the above reasons, we respectfully request that the Examiner withdraw his rejections and allow the pending claims. To expedite prosecution of this application, the Examiner is invited to call the undersigned attorney to discuss any issues relating to this application.

Date: March 14, 2006

Customer No. 29858
Brown Raysman Millstein Felder &
Steiner LLP
900 Third Avenue
New York, NY 10022
Tel. (212) 895-2000
Fax (212) 895-2900

Respectfully submitted,

Seth H. Ostrow

Seth H. Ostrow
Reg. No. 37,410
Attorney for Applicants

I hereby certify that this paper is being deposited this date with the U.S. Postal Service as First Class Mail addressed to:
Commissioner for Patents, P.O. Box 1450, Alexandria,
VA 22313-1450

Diane M. Torniali 3/14/06
Diane M. Torniali Date